2. AMENDMENT/MODIFICATION NO.		4. REQUISITION/PURCH	ASE REO, NO. 5. PROJECT	NO. If applicable)
See Attached List 6. ISSUED BY CODE	May 26, 2000	7 ADMINISTERED BY I	other than Item 61 CODE	-
Stephen E. Trautwein Corporate Administrative Contracting Office P.O. Box 3707; M/S 13-05 Seattle, WA 98124-2207	S4804A	7. ADMINISTERED BY (I	· Other than Rem 61 CODE	
B. NAME AND ADDRESS OF CONTRACTOR INC	, street, county, State an	nd ZIP Code)	x/	
The Boeing Company 7755E, Marginal Way S. P.O. Box 3707 Seattle, Wa 98124-2207		;	9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF C See Attact 10B. DATED (SEE ITEM 1)	CONTRACT/ORDER NO.
CODE See Attached List	FACILITY CODE			
كارية المطلقي والمشكورة ومناجهها وبالمكاون بمواكنتين وببرة التباهي والمراجها فيتعاربون	M ONLY APPLIES TO			
The above numbered solicitation is amended as se	forth In Item 14. The hour r	and date specified for receipt o	of Offers is extended,	Ib not extended.
Offer must acknowledge receipt of this amendment prior	lo the hour ● nd dete specif	iled in rho solicitation or as am	ended, by one of t he following m et	hada:
(a) By completing items 8 and 16, and returning aubmitted; of (c) By separate latter of telegram which inc. RECEIVED AT THE PLACE DESIGNATED FOR THE RECEI virtue of this amendment you desire to change an offer all the solicitation and this amendment, and (s received prior	ludes a reference to the solicitie PT OF OFFERS PRIOR TO THI Featly submitted, such change	etion and amandment number E HOUR AND DATE SPECIFIE o may be made by celegram o	D MAY RESULT IN REJECTION OF	EDGMENT TO BE YOUR OFFER. If by
12. Accounting and Appropriation Date (If require	od) No Change			
13 ΤΗΙς ΙΤΕΜ ΔΡ		DIFICATIONS OF CO	NTRACTS/ORDERS,	
•	THE CONTRACT/OR			
A. THIS CHANGE ORDER IS ISSUED PURSUANT 7			14 ARE MAW IN THE CONTRACT	ORDER NO. IN ITEM 10A.
0. OTHER(Specify type of modification and ● uthor	ltyl			
E. IMPORTANT: Contractor is nor,	inveguired to sign this doct	ument end return	copies to the issuing offic	:¢.
14. DESCRIPTION OF AMENDMENT/MODIFICATION Administrative Modification removing certain effecting what is commonly referred to as the rule." The continuation language. referenced Cage Code listing provide further detail as neattached Item 14 Description (Cont.)	provisions e "paid cost dMOA and	ctlan headings, including	solicitation/contract subject n	nettef where feasible.)
Except as provided herein. all terms and condition force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or prin	τι	Stephen E. Trautweit	e OF CONTRACTING OFFICER I Intive Contracting Officer	(ι/γρα or print)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	BY STOP	OF AMERICA	16C. DATE SIGNED June 20, 2000
(Signature of person authorized to sign)			of Contracting Officer)	PD FORM 20 (GEV. 10.55
NSN 7640-01-152-9070 PREVIOUS EDITION UNUSABLE	. PerFOI	9M (DLA)	Prescribe	IRD FORM 30 (REV. 10-83 d by G\$A CFRI 53. 243

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

14. Description of Amendment/Modification (Cont.)

The purpose of this modification is to remove what is commonly referred to as the "paid cost rule," which required large businesses to actually pay a subcontractor before including the payment in its billings to the Government. FAC 97-16 eliminated the paid cost rule restriction for all contracts awarded on or after May 26, 2000, the applicability date of FAC 97-16. This modification -is issued as a result of the execution of the MOA "Elimination of the Paid Cost Rule on existing contracts" executed on June 2, 2000, by and between The Boeing Company and the Defense Contract Management Agency.

This modification applies to all contracts that were awarded by DoD or NASA contracting activities prior to the applicability date of FAC 97-16 <u>and</u> that are being administered by the Defense Contract Management Agency (DCMA), unless otherwise noted. The United Space Alliance joint venture is specifically excluded from this modification.

The calculation methodology and a preliminary indirect cost adjustment as consideration for this change have been negotiated and agreed to by DCMA and The Boeing Company; however, this modification does not change any contract prices.

Elimination of the paid cost rule should not result in degradation of subcontractor payment timeframes. The Boeing Company shall continue to pay subcontractors in accordance with the terms and conditions of subcontracts and invoices and ordinarily prior to submission of the contractor's next payment request to the Government.

The paid cost rule provisions contained in the following clauses are hereby removed:

52.216-7 Allowable Cost and Payment (Apr 1998)

Paragraph (b)(l)(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

52.232-7 Payments under Time-and-Materials and Labor-Hour Contracts (Feb 1997)Paragraph (b)(2)...Reimbursable costs in connection with subcontracts shall be limited to the amounts paid to the subcontractor for items and services purchased directly for the contract only when cash, checks, or other form of payment has been made for such purchased items or services; however, this requirement shall not apply to a Contractor that is a small business concern.

52.232-16 Progress Payments (Jul 1991)

Paragraph (a)(2)(i) The costs of supplies and services purchased by the Contractor directly for this contract may be included only after payment by cash, check, or other form of actual payment.

52.216-26 Payments of Allowable Costs Before Definitization (Apr 1984)

Paragraph (d)(l) Those recorded costs that result, at the time of the request for reimbursement, from payment by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(The above list is provided for illustrative purposes-differences may be found in individual contracts due to the use of earlier versions of the clauses or tailoring of the standard clauses.)

The paid cost rule provisions which have been removed from the clauses above, shall be replaced with the revised language contained in FAC 97-16.

While not incorporated as a part of the modification, it is intended that this modification comply with the provisions of the MOA referenced in the first paragraph of this modification.

All other items remain unchanged and in full force and effect.

AMENDMENT OF SOLICITATION	IMODIFICATIONOS	CONTRACT	1.0	ONTRACT ID	CODE	PAGE	of	PAGE
*		4. REQUISITION/PUR	201	E GEN NO	5. PROJEC	1 100 /	200 /08	3
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See Attached List	See Block 16C	7. ADMINISTERED BY	111 0	ther then has	o 61 COOF	164	Attach	ad I jer
6. ISSUED BY CODE	S5105A		-		,	موس ا	- (3)4-89-01	Add Addis.
Defense Contract Management Agency 8725 John J. Kingman Road, Suite 4539 Ft. Belvoir, VA 22060-6221 Ms. Scott E. Clemons (703) 767-8128 Email: sclemons@dcmchq,dla,mil		Various Cognizant l	DCN	IA Offices				
B. NAME AND ADDRESS OF CONTRACTOR (NO	o., street, county, State at	nd ZIP Code)	000	SA. AMEND	MENT OF 8	OLICITAT	HON NO.	-
Lockheed Martin Corporation (LMC) Various Locations				98. DATED	ISEE ITEM	17)		
			-	10A. MODIF	CATION OF	CONTR	ACT/OR	DER NO
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			1^	108. DATE	SEE ITEM	13)		
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Offer must eaknow led ge receipt of this amendment pri		fied in the editation or s emendment; (b) By acknow						
a) By completing items 8 and 15, and returning ubmitted; or (c) By separate letter or telegram which I secenced AT THE PLACE DESIGNATED FOR THE REC ritus of this amendment you deals to change an offer eference to the solicitation and this amendment, and i	noludes a raference to the eq EIPT OF OFFERS PRIOR TO TO refreedy submitted, such cha	licitation and amendment HE HOUR AND DATE SPE Ingo may be made by tolop	numb CIFIEI gram	ers. FAILURE () MAY RESULT	OF YOUR ACI IN REJECTIO	CHOWLED N OF YOU	ament ti Ir offer.	O BE . K by
12. Accounting and Appropriation Data <i>(If requir</i> No Change	∍d)				****			
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	THE CONTRACT/ORI				,			
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO						ACT ONO	R MD. IN	ITEM
×								
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERE	DINTO PURSUANT TO AUTH	IORITY OF:						
D. OTHER (Speakly type of medification and author	orky)							
. IMPORTANT: Contractor X is not,	le required to sign this do	oument and return		copies to	the leaving o	ffice.	***************************************	
4. DESCRIPTION OF AMENOMENT/MODIFICAT	ION (Organized by UCF se	etion handings, includir	10 20	Noitation/cont	rsot subject	metter v	rhere fee	sible.)
The purpose of this modification is to removerually pay a subcontractor before including estriction for all contracts awarded on or after the execution be the MOU "Elimination Lockheed Martin Corporation and the Defender	e what is commonly ref the payment in its billi er May 26, 2000, the ap of the Paid Cost Rule o	erred to as the "paid ongs to the Governme oplicability date of FAn existing contracts"	cost nt. AC 9	rule, which FAC 97-16 7-16. This	required le climinates modification	arge bus i tk pak on is last	inesses I cost ru ied as a	to ile
Continued on Page 2 of 2) xcept as provided herein, ell terme and condition croe ତ∎≙ େନ୍ଧ୍ର⊡∮	ns of the document refere	nced in Item SA or 10A	, as l	neretofore che	inged, remai	ine unche	nged an	d in full
5A. NAME AND TITLE OF SIGNER (Type or prin	t)	16A. NAME AND THE LOUIS G. BECKE DEFENSE CORPO	R					
5B. CONTRACTOR/OFFEROR	15C. DATE BIGNED	168. UNITED STATE		M	/_	16C.	DATE SI	IGNED
(Signature of person authorized to sign)			ire el	Contracting Of		ARD POR	W/ 6	J 10.00
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CONTINUATION SHEET	See Attached List	2 of 2

This modification applies to all contracts that were awarded by DoD or NASA contracting activities prior to the applicability date of FAC 97-16 and that are being administered by the Defense Contract Management Agency (DCMA), unless otherwise noted. The United Space Alliance is specifically excluded from this modification.

Consideration for this change has been negotiated and agreed to by DCMA and Lockheed Martin Corporation (LMC); however, this modification does not change any contract prices. Several contracts will be directly credited via a separate modification to the individual contracts identified.

LMC shall continue to pay subcontractors in accordance with the terms and conditions of subcontracts and invoices and ordinarily prior to submission of the contractor's next payment request to the Government.

The paid cost rule provisions contained in the following clauses are hereby removed:

52.218-7 Allowable Cost and Payment (Apr 1999)

Paragraph (b)(i)(i) Those recorded costs that, et the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract:

52.232-7 Payments under Time-and-Materials and Labor-Hour Contracts (Fob 1997) Paragraph (b)(Z)... Reimbursable costs in connection with subcontracts shall be limited to the amounts paid to the subcontractor for items and services purchased directly for the contract only when cash, checks, or other form of payment has been made for such purchased items or services; however, this requirement shell not apply to a Contractor that is a small business concern.

52.232-16 Progress Payments (Jul 1991)

Paragraph (a)(2)(i) The costs of supplies and services purchased by the Contractor directly for this contract may be included only after payment by cash, check, or other form of actual payment.

62.216-26 Payments of Allowable Costs Before Definitization (Apr 1964)
Paragraph (d)(l) Those recorded costs that result, at the time of the request for reimbursement, from payment by cash, check, or other form of actual payment for items of services purchased directly for the contract;

(The above list is provided for illustrative purposes—differences may be found in individual contracts due to the use of earlier versions of the clauses or tailoring of the standard clauses.)

The paid cost rule provisions which have been removed from the clauses above, shall be replaced with the revised language contained in FAC 97-16.

While not incorporated as a part of the modification, it is intended that this modification comply with the provisions of the MOU referenced in the first paragraph of this modification.

AH other tems remain unchanged and infull force and effect.

AMENDMENT OF SO	DLICITATION	MODIFICATION OF	CONTRACT	1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION See Auached List	NO.	3. EFFECTIVE DATE 05/26/00	, N/A	CHASE REQ. NO. 5, PROJE	CT NO. (If applicable)
6. ISSUED BY DONALD P. SPRINGER DEFENSE CORPORATE EX 1840 CENTURY PARK EAS LOS ANGELES, CA 90067-2	CODE [ECUTIVE T 2199		7.ADMINISTERED BY	((if other thanit em6) COD	E
8. NAME AND ADDRESS OF CO	NTRACTOR (No	., street, county, State and Z	iP Code)	(X) 9A. AMENDMENT OF S	OLICITATION NO.
NORTHROP GRUMMAN CO 1840 CENTURY PARK EAS' LOS ANGELES, CA 90067-2	PRPORATION 199			90. DATED (SEE ITEM	11) F CONTRACT/ORDER NO.
				SEE ATTACHMEN	
CODE See Attached List	•	FACILITY CODE		1	
•	11. THIS ITEM	ONLY APPLIES TO	AMENDMENTS O	F SOLICITATIONS	
The above numbered solicilation	is amended as set to	orth h from 14. The hour and c	late specified for receipt of C	Offers C is extended	bebnette for al
Offermust acknowledge receipt of this a	mendment prior to th	ne hour and date specified In ti	he solicitation or as amended	i, by one of the following methods:	
(a) By completing items 6 and 15, and re submitted; or (c) By separate letter or tel ATTHE PLACE DESIGNATEDFOR TH amendment you desire to change an of amendment, and is received prior to the	egram whkh include E RECEIPT OF OF 101 aiready submitte d	s a reference to the solicitation FERS PRIOR TO THE HOUR I, such change may be made t	and amendment numbers. I	AY RESULT IN REJECTION OF	POUR OFFER It by virtual of the
12. Accounting and Appropriation D	ata (If required)				
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	HIS ITEM API	PLIES ONLY TO MC	DIFICATIONS OF	CONTRACTS/ORDERS	,
A. THIS CHANGE ORDER IS ISSU		HE CONTRACT/ORI			C) ORDER NO. IN ITEM IDA.
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C. MIS SUPPLEMENTAL AGREEN	AENT IS ENTERED	INTO PURSUANT TO AUTH	ORITY OF:		An-
D. OTHER (Specify type of modific	ation and authority)				
E. IMPORTANT: Contractor	🔀 is not, 🗌	is required to sign this docur	nen and return	copies to the issuing of	Mice,
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The purpose of this modificat actually pay a subcontractor be restriction for all contracts awa Management Agency.	ion is to remove efore including rded on or after	what is commonly reduce payment in its billing the May 26, 2000, by and	ferred to as the "Paid gs to theGovernmen hetween Northrop Gi	Cot Rule." which require tt. FAC 97-16 eliminated rumman Corporation and	l'large hisinesses to the Paid Cost Rule the Defense Contract
Except as provided herein, all terms a	and conditions of th	ne document referenced in l	Item 9A or 10A, as hereto	fore changed, remains unchan	ged end in Iull force end
15A. NAME AND TITLE OF SIGNE	R (Type or print)			E OF SIGNER (Type or print)	
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	DONALD P. SPRII	OF MERION	16C. DATE SIGNED
(Signature of person authoriz	ed to sign)		(dignet	us gif Contracting Office	- CAPITON
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CONTINUATIONSHEET	SEE ATTACHMENT A	2	2

This modification applies to all contracts that were awarded by DoD contracting activities prior to the applicability date of FAC 97-16 and that are being administered by the Defense Contract Management Agency (DCMA), unless otherwise noted.

Consideration for this change has **bccn** negotiated and **agreed** to by DCMA and Northrop Grumman Corporation (NGC); however, this modification **does** not **change** any **contract prices**.

Elimination of the paid cost rule should not result in degradation of subcontractor payment timeframes. NGC shall continue to pay subcontractors in accordance with the terms and conditions of subcontracts and invoices and ordinarily prior to submission of the contractor's next payment request to the Government.

The paid cost rule provisions contained in the **following** clauses are **hereby** removed:

52.2167 Allowable Cost and Payment (Apr 1998)

Paragraph (b) (1) (T) **Those recorded** costs that, at the time of **the** request for reimbursements **the** contractor has paid by cash, check, or other for of actual payment for items **or** services purchased directly for the contract;

52.232-7 Payments under Time-and-Materials and Labor-Hour Contracts (Feb 1997)

Paragraph (b) (2).. Reimbursable costs in connection with subcontracts shall be limited to the amounts paid to the subcontractor for items and services purchased directly for the contract only when cash, checks, or other form of payment has been made for such purchased items or services. However, this requirement shall not apply to a Contractor that is a small business concern.

52.232-16 **Progress Payments (Jul 1991)**

Paragraph (a) (2) (1) The costs of supplies and services **purchased** by the Contractor directly for this contract may be included only after payment by cash, **check**, or other form of **actual** payment.

52.216.26 Payments of Allowable Costs Before **Definitization** (Apr 1984)

Paragraph (d) (1) Those recorded costs that result, at the time of the request for reimbursement, from payment by cash, check, or other form of actual payment for items or services purchased directly for the contract:

(The above list is provided for illustrative purposes – differences may be found in individual contracts due to the use of earlier versions of the clauses or tailoring of the standard clauses.)

The paid cost rule provisions which have been removed from the clauses above, shall be replaced with the revised language contained in FAC 97-16.

While not incorporated as a part of the modification, it is intended that this modification comply with the provisions of the MOU referenced in the first paragraph of this modification.

All other items remain unchanged and in full force and effect.

STANDARD FORM 38 (REV. 10-83)

AMENDMENT OF CONTOURS	00100471011 c=	CONTRACT	1. CONTRACT ID CODE	PAGE OF
AMENDMENT OF SOLICITATION/M				1 2
	EFFECTIVE DATE 4	REQUISITION/PURG	CHASE REQ. ' 5 .	
See Attached List 6. ISSUED BY CODE	See 16c		(If other than item 8) CODI	•
CODE	S2205A			See Attached
DEFENSE CONTRACT MANAGEMENT AGENO	CY, RAYTHEON	Various DCMA	Offices	List
2 Wayside Avenue				
Burlington, Ma 01803-0901				
Herbert W. Homer (781) 238-2461 8. NAME AND ADDRESS OF CONTRACTOR (No.	Street county Store	and 719 Code)	. AMENDMENT OF SOLIC	TATION NO
6. NAME AND ADDRESS OF CONTRACTOR (NO.	. stroot, county, State	and zer code)	I I	ITATION NO.
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(X) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO			CRIBED IN ITEM 14. THINITEM 14 AREMADE IN THE	CONTRACT ORDER NO. I
TEM				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS appropriation date, etc). SF: FORTH IN ITEM 14	MODIFIED TO REFLECT TO THE AU	THE ADMINISTRATIVE THORITY OF FAR 43.	CHANGES (such his changes in ; 103(b).	paying office,
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED	DINTO PURSUANT TO AL	THORITY OF;		
D. OTHER (Specify type of modification and author	ity)			
E. IMPORTANT: Contractor X is not.	is required to sign this di	ocument and retu <u>rn</u>	conies to the issu	ing off ice.
14. DESCRIPTION OF AMENDMENT/MODIFICATION (C	rganized by UCF section	headings, including so	Higheston/contract subject matte	r where fessible.)
This modification incorporates t	he Elimination	of the Paid C	ost Rule which	
was authorized by FAC 97-16 into CAGE Codes listed herein at no c				
with the conditions included in				
for the consideration related to	this change to	exixting DOD	contracts and	
method of payment to the government	ent are set for	th in the MOP	Adated 31 May 00.	
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Except 8s provided herein, all terms end condiunchenged and in full force end effect.	tions of the document re	erenced in item #A	of TOA, es hereto fore change	u, remens
15▲. NAME AND TITLE OF SIGNER (Type or print) 1	BA. NAME AND TIT	LE OF CONTRACTING OFFICE	ER (Type or print)
		HERBERT W. H	IOMER	
15B. CONTRACTOR/OFFEROR	1 SC. DATE SIGNED 1		ostrative Contracting Offi	CET 18C. DATE SIGNED
TOD. CONTINUE ON/OFFEROR	, JC, DATE SIGNED !		12/7	
(Signature of person authorized to sign)		(Sign	sture of Contracting Officer)	- 01 JUN 00
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CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE OF PAGE
	See Attached List	2 of 2

This modification applies to all contracts between Raytheon Company and the Department of Defense (**DoD**) that are being administered by Defense Contract Management Agency (**DCMA**). Its purpose is to eliminate what is commonly referred to as the "Paid Cost Rule" **from** existing **DoD** and National Aeronautical Space **Administration** (NASA) contracts which were awarded prior to May **26**, **2000**.

Raytheon Company shall continue to pay its subcontractors and suppliers in accordance with the payment terms and conditions that are set forth in its subcontracts and invoices (normally requiring payment not later than 30 days after receipt of an applicable invoice), and ordinarily prior to the submission of the contractor's next billing request to the Government.

The primary purpose of the modification is to replace the existing Federal Acquisition Regulation (FAR) provisions regarding the "Paid Cost Rule" with the revised language that is contained in FAC 97-16. This revised language eliminates the "Paid Cost Rule" for the following contract clauses:

52.216-7 Allowable Cost and Payment. (Apr 1998)

Paragraph (b)(1)(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

52.232-7 Payments under Time-and-Materials and Labor-Hour Contracts. (**Feb** 1997) Paragraph (b)(2) - . . Reimbursable costs in connection with subcontracts shall be limited to the **amounts** paid to the subcontractor for items and services purchased directly for the contract only when cash, checks, or other form of payment has been made for such purchased items or services; however, this requirement shall not apply to a Contractor that is a small business concern.

52.232-16 Progress Payments. (Jul 1991)

Paragraph (a)(2)(i) The costs of supplies and services purchased by the Contractor directly for this contract may be included only after payment by cash, check, or other form of actual payment.

52.2 16-26 Payments of Allowable Costs Before Definitization. (Apr 1984) Paragraph (d)(1) Those recorded costs that result, at the time of the request for reimbursement, from payment by cash, check, or other form of actual payment for items or services purchased directly for the contract;

The above list is provided for illustrative **purposes—differences** may be found in individual contracts due to earlier versions or tailoring of the clauses.

This modification does not have any affect on the contract prices listed herein.